**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

Practitioners associated with the Customer Number:

OR

Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number
Marshall A. Lerner	24,108		
Bradford E. Mattes	36,862		
Finn T. Simmensen	40,174		
Patrick Avakian	54,971		

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

The address associated with Customer Number:

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Kleinberg & Lerner, LLP		
Address	2049 Century Park East, Suite 1080		
City	Los Angeles	State	California Zip 90067
Country	U.S.A.		
Telephone	(310) 557-1511	Email	mlearner@kleinberglerner.com

Assignee Name and Address: ZD Acquisition, LLC, a Delaware Limited Liability Company
1 First American Way
Santa Ana, California 92707

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	July 1, 2005
Name	Jerry Hoerauf	Telephone	(714) 701-2340
Title	President		

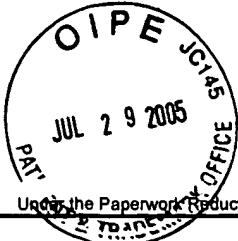
This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Approved

LEGAL

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PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: ZD Acquisition, LLCApplication No./Patent No.: 10/804472 Filed/Issue Date: 03/18/04

Entitled:

ZD Acquisition, LLC a Delaware Limited Liability Company
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

Approved
by:

LEGAL

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Jerry Hoerauf

Signature

Printed or Typed Name

President

Title

Date

(714) 701-2340

Telephone Number

July 1, 2005

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

SUPPLEMENT TO
STATEMENT UNDER 37 CFR 3.37(b)

Application#: 10/804472

Application Filing Date: 03/18/04

Title: Automated Record Searching and Outputing Generation Related Thereto

Our Docket Number: 241146.16133

Inventor(s):

- Diesch, Michael W.
- Hayes, Bradford L.
- Anastasi, Robert F.
- Dell, Tiffany A.

Chain of Title:

1. From: Dell, Tiffany A. → **To:** Zenodata Corporation
Reel: 014857 **Frame:** 0304

2. From:
Diesch, Michael W. → **To:** Zenodata Corporation
Hayes, Bradford L. → **To:** Zenodata Corporation
Anastasi, Robert F. → **To:** Zenodata Corporation
Reel: 014857 **Frame:** 0304

3. From: Zenodata Corporation → **To:** Sherwood Partners, Inc.
A copy thereof is attached.

4. From: Sherwood Partners, Inc. → **To:** ZD Acquisition, LLC.
A copy thereof is attached.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



JULY 16, 2004

PTAS

700099073A

TOWNSEND AND TOWNSEND AND CREW LLP
IRVINE E. BRANCH
2 EMBARCADERO CENTER
8TH FLOOR
SAN FRANCISCO, CA 94111-3834

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/14/2004

REEL/FRAME: 014857/0304
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 010143000200

ASSIGNOR:

DIESCH, MICHAEL W.

DOC DATE: 05/06/2004

ASSIGNOR:

HAYES, BRADFORD L.

DOC DATE: 05/06/2004

ASSIGNOR:

ANASTASI, ROBERT F.

DOC DATE: 05/06/2004

ASSIGNOR:

DELL, TIFFANY A.

DOC DATE: 05/05/2004

ASSIGNEE:

ZENODATA CORPORATION
361 CENTENNIAL PARKWAY
LOUISVILLE, COLORADO 80027

014857/0304 PAGE 2

SERIAL NUMBER: 10804472

FILING DATE: 03/18/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: AUTOMATED RECORD SEARCHING AND OUTPUT GENERATION RELATED THERETO

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

07/14/2004
700099073

Attorney Docket No. 040143-000200

Form PTO-1595

(Rev. 10-02)

OMB No. 0651-0027 (exp. 5/31/2002)

Recordation Form Cover Sheet
PATENTS ONLYU.S. Department of Commerce
U.S. Patent and Trademark Office

Tab settings □ □ □ □ □

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Michael W. Diesch

2. Name and address of receiving party(ies)

Name: Zenodata Corporation

Internal Address:

Street Address: 361 Centennial Parkway

City: Louisville

State: CO

ZIP: 80027

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other:

Execution Date: May 6, 2004

Additional name(s) and address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s): 10/804,472

B. Patent No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Irvin E. Branch
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, Eighth Floor
San Francisco, California 94111-3834
(303) 571-4000 [in Denver]

6. Total number of applications and patents involved 1

7. Total fee (37 CFR 3.41): \$40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

CH \$40.00 10:04:44 7/14/04

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Irvin E. Branch
Name of Person Signing
Atty. Reg. No. 42,358

Signature

July 14, 2004
DateTotal number of pages including cover sheet, attachments and documents: 3
Mail documents to be recorded with required cover sheet information to:Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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• JUL. 14. 2004 2:35PM TOWNSEND&TOWNSEND

Form PTO-1595
Recordation Form Cover Sheet
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Page 2

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

<u>Name</u>	<u>Execution Date</u>
-------------	-----------------------

Bradford L. Hayes	May 6, 2004
Robert F. Anastasi	May 6, 2004
Tiffany A. Dell	May 5, 2004

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or patent number(s):
(Continued from Page 1)

A. Patent Application No.(s)

B. Patent No.(s)

60256239.61

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, Michael W. Diesch of 21451 East Avenue, Battle Creek, MI 49017; Bradford L. Hayes of 841 Trail Ridge Road, Louisville, CO 80027; Robert F. Anastasi of 839 Trail Ridge Road, Louisville, CO 80027; Tiffany A. Dell of 211 Lincoln Street, Apt. A, Longmont, CO 80501 hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: **AUTOMATED RECORD SEARCHING AND OUTPUT GENERATION RELATED THERETO**

Date(s) of execution of Declaration: May 5, 2004 and May 6, 2004

Filing Date: **March 18, 2004**

Application No.: **10/804472; and**

WHEREAS, Zenodata Corporation, located at 361 Centennial Parkway, Suite 130, Louisville, CO 80027, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

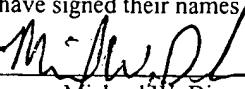
For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

Assignors hereby authorize and request Townsend and Townsend and Crew LLP, Two Embarcadero Center, Eighth Floor, San Francisco, CA 94111-3834, to insert herein above the application number and filing date of said application when known.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 5/6/04


Michael W. Diesch

Dated: 5/6/04


Bradford L. Hayes

Assignment
Attorney Docket No.: 040143-000200
Page 2

Dated: 5/6/04


Robert F. Anastasi

Dated: May 05, 2004


Tiffany A. Dell

60191850 v1

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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Tab settings                                

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sherwood Partners, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: June 16, 2005

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is. _____

A. Patent Application No.(s) 10/804472

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marshall A. Lerner, Esq.

Internal Address: _____

Street Address: Kleinberg & Lerner, LLP

2049 Century Park East, Suite 1080

City: Los Angeles State: California Zip: 90067

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-2224

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marshall A. Lerner, Esq.

Name of Person Signing



Signature

July 2005

Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Docket No.: 16056

ASSIGNMENT OF APPLICATIONS FOR UNITED STATES PATENTS

WHEREAS: SHERWOOD PARTNERS, INC., a California corporation, in its sole and limited capacity as Assignee for Benefit of Creditors of Zenodata Corporation, a Delaware corporation (hereinafter referred to as "Zenodata"), located at 101 University Avenue, Suite 100, Palo Alto, California 94301 (hereinafter referred to as "ASSIGNOR") has all right, title and interest in and to certain Inventions listed in the table attached hereto as Exhibit 1, for which applications for Letters Patent of the United States have been filed (hereinafter referred to as the "Inventions") that were transferred to it pursuant to that certain General Assignment agreement dated April 22, 2005 by and between Zenodata and ASSIGNOR.

WHEREAS: ZD ACQUISITION, LLC, a Delaware Limited Liability Company, located at 1 First American Way, Santa Ana, California 92707 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR's right, title and interest in and to the Inventions.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the premises of this Assignment and Sale, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, and the successors and assigns of ASSIGNEE, all of ASSIGNOR's right, title and interest in and to the Inventions "as is" and "where is" with no representations or warranties other than those contained in that certain Asset Purchase Agreement dated May 26, 2005 by and between ASSIGNOR and ASSIGNEE (hereinafter referred to as "Asset Purchase Agreement").

ASSIGNOR hereby further assigns to ASSIGNEE all of its right, title and interest in and to

CERTIFICATE OF MAILING

I hereby certify that this document and every paper referred to herein as being enclosed, is being deposited this date by

Express Mail No. _____ by placing a copy in an Express Envelope with postage affixed addressed to:

First Class Mail by placing a copy in an Envelope with postage affixed addressed to:

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

At 0808090818 the envelope with the U.S. Postal Service on

July 8, 2005

DEANNA RODRIGUEZ

Z:\Acquisitions\Zenodata\Zenodata - Assignment of Application for US Patents.DOC

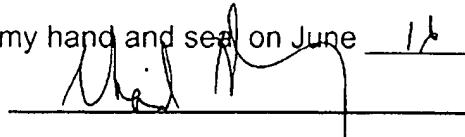
(a) all damages and other proceeds hereafter recovered or received in any infringement suit, settlement or other proceeding related to the Inventions, (b) the right to sue for past, present and future infringements of the Inventions, and (c) all other rights corresponding to the Inventions and any existing or future applications and registrations related to the Inventions throughout the world.

ASSIGNOR covenants that it has not entered into any assignment, sale, agreement or encumbrance which would conflict with this Assignment and Sale.

ASSIGNOR agrees that it will cooperate with ASSIGNEE to execute and deliver such other documents and instruments and to do such other further acts and things as may be reasonably requested by ASSIGNEE to evidence, document or carry out the intent and provisions of this Assignment and Sale.

ASSIGNOR and ASSIGNEE understand and agree that this Assignment and Sale constitute a short form version of the Asset Purchase Agreement and it is entered into for the sole purpose of recordation. ASSIGNOR and ASSIGNEE further understand and agree that nothing contained in this Assignment and Sale shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of ASSIGNOR and ASSIGNEE under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the Provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on June 14, 2005.



MICHAEL A. MAIDY, PRESIDENT

SHERWOOD PARTNERS, INC.

In its sole and limited capacity as Assignee for the
benefit of creditors of Zenodata Corporation

EXHIBIT 1

Title	Application Number	Filing Date	Inventor(s)
Property Records Databases and Systems and Methods for Building and Maintaining Them	60/554511 <i>Provisional</i>	03/18/04	Beres, Timothy E. Diesch, Michael W. Hayes, Bradford L. Brunecky, Martin Szymanski, Curt D. Bennett, Allen J.
Posting Data to a Database from Non-Standard Documents Using Document Mapping to Standard Document Types	11/083546	03/18/05	Hayes, Bradford L. [Beres, Timothy E.] [Diesch, Michael W.]
Automated Posting Systems and Methods	11/083561	03/18/05	Beres, Timothy E. Diesch, Michael W. Hayes, Bradford L. Szymanski, Curt D.
Automated Record Searching and Outputting Generation Related Thereto	10/804472	03/18/04	Diesch, Michael W. Hayes, Bradford L. Anastasi, Robert F. Dell, Tiffany A.
Document Search Methods and Systems	10/804468	03/18/04	Beres, Timothy E. Diesch, Michael W. Hayes, Bradford L.
Document Organization and Formatting for Display	10/804467	03/18/04	Beres, Timothy E. Szymanski, Curt D.
Confidence-Based Natural Language Parsing	60/554514 <i>Provisional</i>	03/18/04	Brunecky, Martin
Confidence-Based Conversions of Language to Data Systems and Methods	11/083562	03/18/05	Brunecky, Martin
Contextual Conversion of Language to Data	60/554513 <i>Provisional</i>	03/18/04	Brunecky, Martin
Context-Based Conversion of Language to Data Systems and Methods	11/083544	03/18/05	Brunecky, Martin
Evaluating the Relevance of Documents and Systems and Methods Therefor	10/876250	06/23/04	Beres, Timothy E. Wirth, William J.
Title Quality Scoring Systems and Methods	10/966155	10/14/04	Szymanski, Curt D. Anastasi, Robert F.

Title	Application Number	Filing Date	Inventor(s)
Title Examination Systems and Methods	10/966154	10/14/04	Szymanski, Curt D. Anastasi, Robert F.
Pre-Requisite title Searching Systems and Methods	10/997760	11/23/04	Anastasi, Robert F.

RECORDATION FORM COVER SHEET
PATENTS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Zenodata Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: April 22, 2005

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is. _____

A. Patent Application No.(s) 10/804472

Additional name(s) & address(es) attached? Yes No

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marshall A. Lerner, Esq.

Internal Address: _____

Street Address: Kleinberg & Lerner, LLP

2049 Century Park East, Suite 1080

City: Los Angeles State: California Zip: 90067

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-2224

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marshall A. Lerner, Esq.

Name of Person Signing



Signature

July 8, 2005

Date

Total number of pages including cover sheet, attachments, and documents: [4]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

GENERAL ASSIGNMENT

This Assignment is made as of the 22nd day of April, 2005, in accordance with the common law of the State of Colorado, by Zenodata Corporation, a Delaware Corporation with offices at 361 Centennial Parkway, Suite 130 Louisville, CO 80027, hereinafter referred to as "Assignor", to Sherwood Partners, Inc., hereinafter referred to as "Assignee".

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to

execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # 84-1540715

**ZENODATA
CORPORATION**, Assignor

By: Mark J. Ferguson
Its: CEO

SHERWOOD PARTNERS, INC., Assignee

By: Mark J. Ferguson
Its: CEO